



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	09-06-11	AGENDA REQUEST NO:	IV-E
INITIATED BY:	HOWARD CHRISTIAN, ASSISTANT UTILITIES DIRECTOR	RESPONSIBLE DEPARTMENT:	UTILITIES
PRESENTED BY:	HOWARD CHRISTIAN, ASSISTANT UTILITIES DIRECTOR	DEPARTMENT HEAD:	SUELLEN STAGGS, DIRECTOR OF UTILITIES <i>SS</i>
		ADDITIONAL DEPARTMENT HEAD (S):	CHRISTOPHER STEUBING, PE, CFM, CITY ENGINEER <i>CLS</i>
SUBJECT / PROCEEDING:	AUTHORIZE CONSTRUCTION CONTRACT FOR RIVER PARK NO. 2 WATER WELL AUXILIARY POWER ADDITION		
EXHIBITS:	ENGINEER'S LETTER OF RECOMMENDATION BID TABULATION STANDARD FORM OF AGREEMENT		
CLEARANCES		APPROVAL	
LEGAL:	N/A	ASST. CITY MANAGER:	KAREN DALY <i>KD</i>
PURCHASING:	TODD REED, CPPB PURCHASING MANAGER <i>TR</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN, <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		191,500	
CURRENT BUDGET: \$		658,474 (WA1006)	
ADDITIONAL FUNDING: \$		0.00	
RECOMMENDED ACTION			
Authorize the execution of a construction contract between the City of Sugar Land and Long and Son, Inc. for construction of the River Park no. 2 water well auxiliary power addition in a maximum amount of \$191,500.			

EXECUTIVE SUMMARY

On Thursday, July 28, 2011, three bids were opened for the construction of the River Park water well no. 2 auxiliary power additions. The apparent low bidder was Long and Son, Inc. with a total bid of \$191,500 and an anticipated 120-day completion time. Jones and Carter, Inc., the City's consulting engineer for the project, completed a reference review and evaluation and provided a letter of recommendation indicating that Long and Son, Inc. are more than capable of completing this project. The Utilities staff is also familiar with Long and Son, Inc. as they have successfully completed several previous projects for the City.

The River Park no. 2 well (second of two) was constructed approximately ten years ago to provide some level of redundancy for this isolated water system that is not interconnected with the larger City water system. At present, there are no emergency interconnects with any surrounding public water systems and the only emergency water production available is through a generator for the no. 1 well at the River Park water plant. The no. 1 well is due for rehabilitation and for 8-10 weeks it would not be available in an emergency situation, thus necessitating a suitable emergency backup for the no. 2 well. The scope of the project will consist of constructing an auxiliary right angle drive unit, installation of a double wall 500-gallon above ground diesel tank, and installation of a new well flow meter.

This project is part of the River Park upgrade CIP project WA1006 to address Utility operational deficiencies. There is currently \$658,474 in CIP WA1006 and the Department recommends that the City Council authorizes the execution of the construction contract with Long and Son, Inc., for the River Park water well no. 2 auxiliary power additions in an amount not to exceed \$191,500.

EXHIBITS



6335 Gulfport, Suite 100
Houston, Texas 77081-1169

TEL 713 777 5337
FAX 713 777 5976

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM

August 1, 2011

Texas Board of Professional Engineers Registration No. F-439

Mr. Howard Christian, Utilities Operations Manager
City of Sugar Land Public Works
111 Gillingham Lane
Sugar Land, Texas 77478

Re: Construction of River Park Water Well No. 2 Auxiliary Power Additions
CIP Project No. WA1006
City of Sugar Land Public Works

Dear Mr. Christian:

Bids were received for the referenced contract in the City of Sugar Land offices on July 28, 2011 at 11:00 AM. Bids were publicly opened and read at that time.

Three (3) reputable contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. Long & Son, Inc. submitted the lowest Base Bid proposal in the amount of \$191,500.00.

We have worked with Long & Son, Inc. in the past and find it to be an acceptable contractor. We recommend the referenced contract be awarded to Long & Son, Inc. on the basis of its proposal in the amount of \$191,500.00.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tommy L. Vance', is written over a horizontal line.

Tommy L. Vance, P.E.
Construction Services Department Manager

Approved By: _____

Date: _____

TLV:mbm

P:\0237\022\const\contractdocs\ROA

Enclosure

cc: Long & Son, Inc.

City of Sugar Land

City of Sugar Land

River Park Water Well No. 2 Auxiliary Power Additions

Time: 11:00AM

Job No. 00237-022-00

Date:	7/28/2011
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[illegible]

*Denotes Calculation Error by Contractor

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Rev. 11-2-09)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: Construction of River Park Water Well No. 2 Auxiliary Power Additions

Contractor: Long & Son, Inc.

Name of Engineering Firm, if any: Jones & Carter, Inc.

Name of Owner's Project Manager: Howard Christian

Base Bid: \$191,500.00

Alternate Bid Item Nos.: N/A

Total Alternate Bid Items Amount: \$0.00

Contract Price (Base Bid + Alternates): \$191,500.00, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 150 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Working Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$50.00 per Working Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$50 per Working Day

(The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.)

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not

paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

III. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Technical Specifications, including any special shoring requirements
4. Engineer's Plans and Drawings
5. Geotechnical Report, if any
6. Contractor's Bid for the Project
7. Performance Bond
8. Payment Bond
9. Labor Classification and Minimum Wage Rates
10. State of Texas Workers' Compensation Insurance Coverage Addendum
11. Minimum Insurance Policy Limits for Large Construction Projects
12. Contractor's Insurance
13. Notice to Proceed
14. Contractor's Affidavit of Bills Paid
15. Notice to Bidders
16. Instructions to Bidders
17. Change Orders
18. Addenda
19. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

(Signature Page Follows)

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

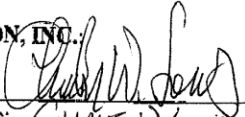
By: _____

Name: _____

Title: _____

Date: _____

LONG & SON, INC.

By:  _____

Name: CHARLES W. LONG

Title: PRESIDENT

Date: _____